

**FIRST 5 COMMISSION OF SAN DIEGO
GRANT AGREEMENT
EXHIBIT C -2 - INSURANCE REQUIREMENTS**

Before commencement of work, Grantee shall submit Certificates of Insurance evidencing that Grantee has obtained for the period of the grant, from generally recognized responsible insurers, insurance in the following forms of coverage and minimum amounts specified:

A. Required General Liability Insurance Coverage. Grantee shall procure either Comprehensive Liability Insurance or Commercial General Liability Insurance in the amounts and form set forth below:

- (1) Comprehensive General Liability Insurance. A policy of Comprehensive General Liability Insurance with combined single limit (CSL) per occurrence of not less than \$1,000,000 per occurrence;

OR

- (2) Commercial General Liability Insurance. A policy of Commercial General Liability Insurance which provides limits of not less than:

(a) Per Occurrence:	\$1,000,000
(b) Project Specific Aggregate:	\$2,000,000
(c) Products/Completed Operations	\$1,000,000
(d) Personal & Advertising Injury limit:	\$1,000,000

For either type of insurance, deductibles shall be declared to and approved by the Risk Manager for the County of San Diego ("County"), acting on behalf of Commission.

- (3) Required General Liability Policy Coverage. Any general liability policy provided by Grantee hereunder shall include the following coverage:
- (a) Premises and Operations
 - (b) Products/Completed Operations with limits of at least one million dollars (\$1,000,000) per occurrence to be maintained for three (3) years following Acceptance of the work by the Commission.
 - (c) Contractual Liability expressly including liability assumed under the Agreement.
 - (d) Independent Grantees' Liability.
- (4) Additional Insured Endorsement. Any general liability policy provided by the Grantee hereunder shall contain an endorsement which applies its coverage to Commission and County, the members of the Commission and the County Board of Supervisors and Commission and County officers, agents, employees and volunteers, individually and collectively, as additional insureds.
- (5) Primary Insurance Endorsement. The coverage afforded by the additional insured endorsement described above shall apply as primary insurance, and any other insurance maintained by Commission or County, the members of the Commission or the County Board of Supervisors and Commission and County officers, agents, employees and volunteers, or any Commission or County self-funded program, shall be excess only and not contributing with such coverage.
- (6) Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Grantee of that part of the indemnity agreement contained in the Agreement relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, Commission may require additional coverage to be purchased by Grantee to restore the required limits. Grantee may combine primary, any umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above.

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- (7) Waiver of Subrogation. Grantee and Commission release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Agreement), but only to the extent that the proceeds received from any policy of liability insurance carried by Commission, Commission or Grantee, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Grantee hereunder shall be standard waiver of rights of subrogation against Commission by the insurance company issuing said policy or policies.

B. Professional Errors and Omissions Liability Insurance.

Grantee providing and/or engaging the services of any type of professional whose failure due to mistake or deficiency in design, formula, plans, specifications, advisory, technical, medical or other services could result in liability shall obtain professional errors and omissions liability insurance in an amount of not less than one million dollars (\$1,000,000) per claim, with an aggregate limit or not less than two million dollars (\$2,000,000). If this policy contains a self retained limit, it shall not be greater than ten thousand dollars (\$10,000) per occurrence/event; if the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, Commission may require additional coverage to be purchased by Grantee to restore the required limits. The policy shall include limited contractual liability coverage. This coverage shall be maintained for a minimum of two (2) years following termination or completion of Grantee's work pursuant to the Agreement.

- C. Sexual Misconduct. Grantee providing and/or engaging services in which minors are present shall maintain coverage for improper sexual misconduct including, but not limited to, coverage for negligent supervision and hiring in the amount of not less than one million dollars (\$1,000,000) per claim, with an aggregate limit of not less than two million dollars (\$2,000,000). Any deductible or self-insured retention on this policy shall be declared to and approved by County's Risk Manager, acting on behalf of Commission.

- D. Comprehensive Automobile Liability Insurance. Commission shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned, occurring during the policy term, in the amount of not less than one million dollars (\$1,000,000), combined single limit per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

- E. Statutory Workers' Compensation and Employer's Liability Insurance. Unless the Grantee is a sole proprietorship, Grantee shall maintain a policy of California Workers' Compensation coverage in statutory amount and Employer's Liability coverage for no less than one million dollars (\$1,000,000) per occurrence for all employees of Grantee engaged in services or operations under the Agreement. Coverage shall include the following endorsements, copies of which shall be provided to the Commission Grant Administrator:

- (a) Broad Form All-States endorsement
- (b) Waiver of Subrogation endorsement

- F. Sub-Contractor's Insurance. Grantee shall make certain that any and all sub-Contractors hired by Grantee are insured in accordance with this Agreement. If any sub-Contractor's coverage does not comply with the forgoing provisions, Grantee shall indemnify and hold Commission harmless of and from any damage, loss, cost, or expense, including attorney's fees, incurred by Commission as a result thereof.

G. General Provisions

- (1) Evidence of Insurance. Grantee shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to Commission a certificate of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Grantee has obtained such coverage for the period of the Agreement. Grantee shall deliver certified copies of the actual insurance policies specified herein, within thirty days (30) after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to Commission within thirty (30) days prior to the expiration of the term of any policy required herein. Grantee shall permit Commission at all reasonable times to inspect any policies of insurance of Grantee which Grantee has not delivered to Commission.

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- (2) Claims Made Coverage. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- (a) The policy retroactive date coincides with or precedes Grantee's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
 - (b) Grantee will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
 - (c) If insurance is terminated for any reason, Grantee shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
 - (d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- (3) Failure to Obtain or Maintain Insurance; Commission Remedies. Grantee's failure to procure the insurance specified herein, or failure to deliver certified copies of appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Agreement, and Commission may, at its option, terminate the Agreement for any such default by Grantee.
- (4) No Limitation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Grantee, and any approval of said insurance by the Commission or its insurance Grantee(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Grantee pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- (5) Notice of Cancellation or Change of Coverage. All certificates of insurance provided by Grantee must evidence that the insurer providing the policy will give Commission thirty (30) days written notice, at the address shown in the section of the Agreement entitled "Notices," in advance of any cancellation, lapse, reduction or other adverse change regarding such insurance.
- (6) Qualifying Insurers. All policies of insurance required hereby shall be insured by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved in writing by County's Risk Manager, acting on behalf of Commission.
- (7) Review of Coverage. Commission shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require Grantee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind of and extent or risk at the time a change in insurance is required.
- (8) Self-Insurance. Grantee may, with the prior written consent of County's Risk Manager, acting on behalf of Commission, fulfill some or all of the insurance requirements contained in the Agreement under a plan of self-insurance. Grantee shall only be permitted to utilize such self-insurance, however, if, in the opinion of County's Risk Manager, Grantee's (1) net worth, and (2) reserves for payment of claims of liability against Grantee, are sufficient to adequately compensate for the lack of other insurance coverage required by the Agreement.

Grantees' utilization of self-insurance shall not in any way limit liabilities assumed by Grantee under the Agreement. In the event the County's Risk Manager expressly consents to Grantee's self-insurance program, Grantee shall promptly assume full responsibility for the defense of any and all Claims (as defined in the Indemnity Provision, Paragraph 31 of the Terms and Conditions) against Commission upon receipt of notification of any such claim by Commission.

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- (9) Deviations from Contractual Insurance Requirements. All deviations from the contractual insurance requirements stated herein must be approved in writing by County Risk Manager, acting on behalf of Commission.